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**LEASE AMENDMENT AND RATIFICATION**

**LEASE # 263**

THIS LEASE AMENDMENT AND RATIFICATION made and entered into this 4 day of October, 2010, by and between, **Thomas C. Bobich, Jr. a Single Man**, whose address **7250 Eden Brook Drive, Apartment No. 101, Columbia, Maryland 21016**, parties of the first part, hereinafter called "Lessors", and Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, party of the second part, hereinafter called "Chesapeake";

**WITNESSETH:**

**WHEREAS**, by instrument dated February 21, 2005, Janice K. Colbert, a Widowed Woman, did grant to O & G Investment Holdings, LLC as lessee thereunder, an oil and gas lease covering a tract of land containing 26 acres, more or less, situate in South Beaver Township, Beaver County, Pennsylvania, and recorded at Instrument #3234665; (the "Lease") and,

**WHEREAS**, pursuant to various intervening assignments, Chesapeake has succeeded to the interest of the lessee under the terms of the Lease and so herein represents; and

**WHEREAS**, Lessor is now the owner of the oil and gas rights underlying the land covered by the Lease and therefore is successor in interest to the original lessor(s) under the Lease; and

**WHEREAS**, Lessor and Chesapeake acknowledge that the Lease in its current form may not clearly define Chesapeake's authority to pool the Lease, and Lessor and Chesapeake desire to clarify, and to the extent necessary, amend the Lease as provided herein to facilitate the formation of drilling units and the further development of the Lease.

**NOW THEREFORE**, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, and of the covenants hereinafter contained, Lessor and Chesapeake hereby clarify and to the extent necessary amend the Lease by removing any and all provisions of the Lease dealing with pooling and/or unitization, and adding the following language thereto, to-wit:

**"POOLING AND UNITIZATION:** Lessor grants Chesapeake the right to pool, unitize, or combine all or any part of the Lease with any other land, leased or unleased, whether owned by Chesapeake or others, to create drilling or production units either by contract right or pursuant to governmental authorization. In the event of the unitization of the whole or any part of the Lease, Chesapeake shall, either before or after the completion of a well, record a copy of its unit operation designation in the county in which the Lease is located. Chesapeake is granted the right to change the size, shape, and conditions of operation of any unit created, without the consent of Lessor. As to such a unit, Lessor agree to accept and receive out of the production or the proceeds from the production of such unit, such proportional share of the royalty from each unit well as the number of acres in the Lease which may be included from time to time in the unit bears to the total number of acres in the unit. Otherwise, the drilling, operations for drilling or any operations in preparation for drilling, or any production from a well on such a unit shall have the same effect upon the